

**GOVERNMENT TECHNOLOGY AGENCY
UNIVERSAL SERVICE TERMS
FOR PUBLIC SECTOR ENTITIES**

1. Introduction

- 1.1. These Universal Service Terms (the “**UST**”) govern your access to and use of the Services (as defined below) offered by the Government Technology Agency (“**GovTech**”). The UST must be read together with the terms and conditions of the relevant Services Sheet (as defined below).
- 1.2. The Memorandum of Understanding (as defined below) is not written as a formal or legal agreement and is not intended to be legally binding. It is only a definite expression and record of the purpose and intention of the parties concerned to which they each honourably pledge themselves with the fullest confidence that it will be carried through by each party with mutual loyalty and friendly co-operation.
- 1.3. Certain parts of the Services may be made publicly available by GovTech via a third party distribution platform (such as the Google Play Store or Apple App Store). These may contain terms which bind the Agency’s (as defined below) officers in his/her individual capacity.

2. Interpretation

- 2.1. “**Agency**” or “**you**” means the entity identified in the Services Sheet.

“**Business day**” means a day other than a Saturday, a Sunday or an official public holiday in Singapore.

“**Documentation**” means the user guides, installation instructions, release notes and/or manuals provided by GovTech as updated from time to time by GovTech.

“**Expenses**” means the costs and expenses incurred by GovTech for the provision of the Services as set out in the Services Sheet, and includes expressions such as “fees”, “prices”, “rates” and other similar phrases.

“**GST**” means goods and services tax payable under the Goods and Services Tax Act (Cap. 117A).

“**Maintenance Support**” means technical support, fixes, updates, upgrades, modifications and security advisories as provided by GovTech from time to time as set out in the Services Sheet, if any.

“Memorandum of Understanding” or **“MOU”** means the UST and the relevant Services Sheet only.

“Minimum Commitment Period” means the minimum period of time which you must subscribe to the Services without early termination as indicated in the Services Sheet, if any.

“parties” means the Agency and GovTech, and **“party”** means any one of them.

“Platform” means GovTech’s platform technology service as set out in the Services Sheet, if any.

“Portal” means GovTech’s online portal through which you and/or a third party receive(s) access to the Services.

“Services” means the Software, Platform, Maintenance Support and/or ancillary services as set out in the Services Sheet (and as may be revised or enhanced from time to time), and includes any Documentation or copies thereof.

“Services Sheet” means the document in which GovTech stipulates the basic terms and conditions for software and/or services which are provided to you, as well as any exhibit thereto.

“Software” means the object code version of GovTech’s software program as set out in the Services Sheet, if any.

“Subscription Term” means the period for which the Services are subscribed to as set out in the Services Sheet, subject to the Minimum Commitment Period, if any.

“Your Data” includes any data, information, materials or software submitted by you or a person authorised by you to GovTech.

2.2. In calculating any period of time in the MOU from a given day or the day of a given act or event, it is to be calculated exclusive of that day. If a period of time specified in the MOU expires on a day that is not a business day, that period shall be deemed to expire on the next business day.

2.3. Unless otherwise expressly stated, all references to “Clause” are references to a clause of the UST. Where a clause number is quoted, the reference is being made to that clause bearing that clause number and to all the sub-clauses, if any, under that same clause number.

3. Rights of Access and Use

- 3.1. The Services made available are owned by, licensed to, managed or controlled by GovTech. GovTech retains all right, title and interest in and to the Services and all copies, improvements, updates, modifications and derivative works of the Services, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights in and to the Services. All express or implied rights to the Services not specifically granted herein are expressly reserved to GovTech.
- 3.2. For the duration of the Subscription Term but subject to the MOU and the payment of the Expenses from you to GovTech, GovTech grants you a non-exclusive, non-transferable right to access and use the Services for internal use only, and only for such functions as permitted by the Services.
- 3.3. You may not, unless permitted by GovTech or the respective owners and save as provided in the Services Sheet, directly or indirectly, alone or with any third party, or authorise or permit any third party to:
 - 3.3.1. bypass or circumvent any technical restrictions or digital protection measures in the Services or attempt to circumvent any such restrictions;
 - 3.3.2. reverse engineer, decompile, disassemble, modify, translate, adapt or create derivative works of the Services (whether in relation to its source code, object code, underlying structure, ideas, algorithms or otherwise);
 - 3.3.3. reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, lend, pledge, assign, or otherwise encumber the Services to or in favour of any third party;
 - 3.3.4. remove or obscure the copyright, trademark and other proprietary notices contained on or in the Services;
 - 3.3.5. use the Services in any manner that is contrary to any applicable laws or regulations or agreements that you have with any third party, or in a manner that constitutes harmful, fraudulent, or obscene activity;
 - 3.3.6. use the Services commercially, or for commercial software or commercial audit services, or make the Software available in a service bureau or any similar timesharing arrangement;
 - 3.3.7. perform any benchmarking tests or analyses of the Services;
 - 3.3.8. use the Services to create anything that would compete with the Services;

3.3.9. transfer, assign or permit the sharing of license keys to or with a third party;

3.3.10. use the Services to process or permit to be processed any code of a third party; or

3.3.11. provide third party access to the Services.

3.4. You are responsible for maintaining the confidentiality of any authentication credentials associated with your use of the Services. You must promptly notify GovTech about any possible misuse of your accounts or authentication credentials or any security incident related to the Services that you are aware of.

4. Term and Termination

4.1. GovTech will provide the Services for the period of the Subscription Term or until earlier termination in accordance with the MOU. When the Subscription Term expires, the MOU will also expire.

4.2. Either party may, notwithstanding any Minimum Commitment Period, terminate the MOU upon one (1) month's prior written notice of a serious breach by the other party unless the breach is cured within the notice period. If the breach is not capable of being remedied, the innocent party may terminate the MOU with immediate effect by written notice.

4.3. Subject to Clause 4.4, either party may terminate the MOU without cause upon two (2) months' prior written notice to the other party. In the event of such termination, GovTech will invoice you for its Expenses up until the date of termination and refund you any Expenses which you have prepaid for the Services that were to be provided after the date of termination.

4.4. If the Services Sheet provides for a Minimum Commitment Period, the MOU cannot be terminated by you under Clause 4.3 until you have met the Minimum Commitment Period.

4.5. Notwithstanding anything to the contrary, if there is an inability, failure or refusal by a Third Party Provider (as defined in Clause 5.1) that affects the provision of the Services, GovTech shall make reasonable endeavours to ensure the continuation of the Services to the extent possible. Where the Services cannot be continued notwithstanding the reasonable endeavours of GovTech, GovTech may (and notwithstanding any Minimum Commitment Period) terminate the MOU or the relevant part of the Services immediately by written notice, provided always that GovTech shall exercise reasonable endeavours to ensure the continuation of the affected part(s) of the Services prior to termination under this Clause 4.5.

5. Third Party Materials

- 5.1. The Services may require, enable or facilitate access to or use of other software or services of a third party ("**Third Party Provider**"). For the avoidance of doubt, "**Third Party Provider**" includes any providers of open source software and providers of software or services engaged by GovTech under a contract, and suppliers of such providers.
- 5.2. GovTech is bound by the terms with a Third Party Provider in respect of the software or services of that Third Party Provider (the "**Third Party Terms**"). Where applicable, GovTech will provide you with notice of the Third Party Terms in a Third Party Schedule to the Services Sheet, if other parts of the MOU do not otherwise already account for such Third Party Terms. For open source software, notice of the Third Party Terms that apply to you may be provided in the Services itself and not in the Third Party Schedule to the Services Sheet.
- 5.3. Some Third Party Terms may expressly or impliedly require the MOU to be varied. If so, where such Third Party Terms are set out in the Third Party Schedule to the Services Sheet or in the Services software, the MOU will be deemed to be so varied such that the Third Party Terms are complied with, provided that any additional terms resulting from such variation will not be legally binding.
- 5.4. As good practice, each party will endeavour to apprise itself of the most up-to-date versions of the Third Party Terms listed in the Third Party Schedule to the Services Sheet or contained in the Services itself. The terms of this Clause 5 applies to Third Party Terms as may be amended from time to time.
- 5.5. You agree that you will not do or omit to do anything that would cause GovTech to breach the Third Party Terms listed in the Third Party Schedule to the Services Sheet or contained in the Services itself and you acknowledge that a breach of any provision of the MOU might cause GovTech to breach such Third Party Terms.
- 5.6. In the event any Third Party Terms that apply to you and are listed in the Third Party Schedule to the Services Sheet or contained in the Services itself are amended after the execution of the MOU and you are not agreeable with the amendments, you may terminate the MOU by giving GovTech written notice of the same within a reasonable time. The parties will then agree to terminate the MOU on terms that are fair and reasonable to both parties, having regard to (amongst other factors) whether the amendments are materially detrimental to you, the amount of time you had to review the amendments, and whether any Minimum Commitment Period is still applicable.

6. Confidentiality

- 6.1. For the purpose of this Clause 6, "**Confidential Information**" means non-public information received from the disclosing party or otherwise obtained by the receiving party that is designated as confidential or reasonably should be considered as such, excluding information that:

- 6.1.1. is or becomes public through no fault of the receiving party;
- 6.1.2. was known to the receiving party before the disclosure;
- 6.1.3. is disclosed to the receiving party by a third party [without](#) violation of any confidentiality restrictions; or
- 6.1.4. is independently developed by the receiving party without access to or use of the disclosing party's information.

6.2. Confidential Information includes but is not limited to:

6.2.1. Where GovTech is the disclosing party:

- 6.2.1.1. the Services (and any derivatives, performance data, benchmark results, security assessments, Services roadmaps and any other technical information relating to the Services);
- 6.2.1.2. the terms and conditions of the MOU; or
- 6.2.1.3. GovTech's pricing; and

6.2.2. Where you are the disclosing party, Your Data or any other information provided by you in the course of procuring the Services.

6.3. The receiving party will:

- 6.3.1. only use the Confidential Information to exercise its rights and/or to perform its roles and responsibilities under the MOU;
- 6.3.2. use the same degree of care to prevent unauthorised use and disclosure of the Confidential Information as it does for its own confidential information, but in no event less than reasonable care; and
- 6.3.3. not disclose the Confidential Information to any third party without the prior written consent of the disclosing party. However, it may disclose the Confidential Information to its employees, contractors or agents provided always that disclosure of the Confidential Information is limited only to those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Clause 6. A disclosure of the Confidential Information by such employees, contractors, agents or any other third party to whom the Confidential Information is disclosed by the receiving party will be deemed to be a disclosure by the receiving party.

- 6.4. The receiving party may disclose the Confidential Information to the extent required by any court, governmental body, law or regulation, provided that, if legally permissible, it will provide prompt written notice to the disclosing party of such requirement and will cooperate with the disclosing party to limit the scope of disclosure to the maximum extent legally possible.
- 6.5. Upon written request of the disclosing party, and notwithstanding that the MOU has not expired or terminated, the receiving party will, and will procure that its employees, contractors, agents and any other third party to whom the Confidential Information is disclosed will, return or destroy, at the disclosing party's option, the Confidential Information, provided that where the receiving party is GovTech, GovTech will not be required to return or destroy any Confidential Information which it had disclosed to a Third Party Provider, if that Third Party Provider has a right under its contract with GovTech to retain such Confidential Information for legal or audit archival purposes.
- 6.6. Notwithstanding anything in the MOU, in the event of any inconsistency between this Clause 6 and any other term of the MOU, the stricter of the two will apply.

7. Services Downtime

- 7.1. The Services may be inoperational due to scheduled/routine maintenance. GovTech will, subject to the Services Sheet, provide you with reasonable advance notice of such maintenance.
- 7.2. GovTech is not responsible for any downtime in the Services resulting from (a) unauthorised modifications made or caused to be made by you to the Services, (b) your misuse of the Services, (c) any scheduled unavailability of the Services for which you have received reasonable notice, (d) any event beyond the reasonable control of GovTech, (e) issues associated with your computing devices, local area networks or internet service provider connections, or (f) inability to deliver or receive the Services because of your acts or omissions, acts or omissions on your behalf, or any other acts or omissions for which GovTech is not responsible.
- 7.3. You acknowledge that emergency or urgent maintenance of or rectification to the Services may be required at any time. In such event, GovTech will exercise reasonable endeavours to provide you with prior notice of the same and an estimate of the downtime in the Services.

8. Your Responsibilities

- 8.1. Except for resolution times for technical support services to resolve errors under the terms of any Maintenance Support, you accept that GovTech does not provide any form of warranty (whether express or implied) relating to the Services and that GovTech disclaims all

warranties. For instance, GovTech does not warrant that the Services will be fit for any of your particular purposes or objectives or that the Services will be non-infringing.

- 8.2. You will ensure that you have the necessary rights to provide, upload, supply, and/or transmit Your Data to or through the Services and that Your Data does not contain any malicious or unauthorised code, virus, trojan horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.
- 8.3. You further grant to GovTech a non-exclusive and royalty-free licence to use, process, modify, adapt, create derivative works of, reproduce, and sublicense Your Data only for and to the extent necessary for the purpose of providing the Services for the period of the Subscription Term or until earlier termination in accordance with the MOU.
- 8.4. If you are permitted by GovTech to authorise or permit a third party to access or use the Services, then you agree that the acts and omissions of the third party are deemed to be your acts and omissions, and you will further ensure that that third party will:
 - 8.4.1. agree to abide by the responsibilities which are imposed on you herein in respect of access to and use of the Services, in particular, those contained in Clause 3.3. For the avoidance of doubt, subject to Clause 8.4.2 and without prejudice to GovTech's other rights at law against the third party which you will ensure are not compromised by reason of your acts or omissions, this Clause 8.4.1 does not permit you to create an agreement between GovTech and the third party for or on behalf of GovTech (whether on terms similar or identical to the MOU or otherwise); and
 - 8.4.2. agree to any terms of use that GovTech provides via the Portal which applies to the third party, or communicates to the third party through you or any other means, and which will be determined at GovTech's sole discretion and as may be amended by GovTech from time to time. You agree to forward a copy of any such terms of use to the third party, at GovTech's request.
- 8.5. Unless otherwise stated in the Services Sheet, you remain responsible for compliance with applicable rules and requirements (such as Instruction Manual rules) governing:
 - 8.5.1. the transmission and treatment of classified information, whether over the internet or otherwise; and
 - 8.5.2. overall system rights management, including for example those related to periodic reviews of user accounts, access rights and list of users to ensure that they are up-to-date, and reviews of privileged user activities.

- 8.6. In the event that you request a delay to the commencement of the Services or the Subscription Term, you acknowledge and accept that the date of the later commencement of the Services or the Subscription Term is subject to GovTech's agreement.
- 8.7. You will notify GovTech immediately of any breach or suspected breach of the MOU by you, in particular, any breaches of Clause(s) 3.3, 5 (including any breach of any terms imposed by reason of Clause 5) and/or 6.

9. Publicity

Subject to Clause 6, you agree that GovTech may make references to you as a user of the Services for publicity and promotional purposes.

10. Recovery of Expenses by GovTech

- 10.1. Any invoice issued by GovTech will be payable within one (1) month after the date of the invoice unless otherwise indicated in the Services Sheet or (if indicated in the invoice itself) unless the invoice provides for a longer period.
- 10.2. You will reimburse GovTech for any GST that is chargeable by GovTech on the provision by GovTech of the Services.

11. Revisions to the MOU and Change/Service Requests

- 11.1. GovTech may revise the UST from time to time by posting the latest version of the UST on such electronic channel(s) that is/are accessible by you as it deems appropriate, including on any public sector intranet webpages, and giving you at least one (1) month's notice of the same. The revisions to the UST will take effect after the expiry of the notice period. GovTech will exercise reasonable endeavours to ensure that the revisions are reasonably justifiable.
- 11.2. GovTech may revise the Services Sheet from time to time by giving written notice to you and such revisions will take effect after the expiry of the notice period stated in the written notice, provided always that:
- 11.2.1. Expenses may only be prospectively revised;
- 11.2.2. GovTech will exercise reasonable endeavours to ensure that the notice period is not less than one (1) month and that the revisions are reasonably justifiable; and
- 11.2.3. for the avoidance of doubt, GovTech may make revisions to the Services Sheet that affect the UST.

- 11.3. You may terminate the MOU if you are unable to agree to the revisions under Clause 11.1 or 11.2 by giving GovTech written notice of the same (a) in the case of revisions under Clause 11.1, before expiry of the notice period and (b) in the case of revisions under Clause 11.2, within a reasonable time. The parties will then agree to terminate the MOU on terms that are fair and reasonable to both parties, having regard to (amongst other factors) whether the revisions are materially detrimental to you, the amount of time you had to review the revisions, and whether any Minimum Commitment Period is still applicable.
- 11.4. GovTech will not need to notify you of any revisions under Clause 11.1 or 11.2 where:
- 11.4.1. it enhances the Services or provides a functionally equivalent replacement of any component of the Services;
 - 11.4.2. it revises the Documentation; or
 - 11.4.3. the revisions are made pursuant to or effective under Clause 5.
- 11.5. If you need to revise the scope of the Services provided to you, you may submit a change or service request form (which format will be determined by GovTech from time to time). GovTech will inform you if your request is approved and of any consequential changes to any terms of the MOU, including any changes to the Expenses. You may choose not to proceed to revise the scope of the Services if you are unable to agree to the said changes.
- 11.6. Save as provided in Clauses 5 and 11, the MOU may only be amended by written agreement between the duly authorised representatives of the parties. Such agreement may be recorded in the form of email.

12. General

- 12.1. The MOU may not be assigned, delegated or transferred by you without GovTech's written consent, and any attempt to take such action will have no effect.
- 12.2. The parties have endeavoured to include all prior written or oral terms into the MOU and will not require to refer to such terms in the interpretation of the MOU.

13. Dispute Resolution

- 13.1. In case of any dispute between the parties arising from or in connection with the MOU, the parties will resolve the dispute through good faith discussions between the Chief Executive (or his/her appointed representative) of GovTech and your Permanent Secretary (or his/her appointed representative) or Chief Executive (or his/her appointed representative), as the case may be. Without prejudice to the foregoing, in the event of any claim or demand

howsoever made by any third party against you and/or GovTech arising from or in connection with the MOU, the parties will provide each other with all necessary assistance and co-operation to address any such third-party claim or demand.

**GOVERNMENT TECHNOLOGY AGENCY
SERVICES SHEET
FOR
SINGAPORE GOVERNMENT TECH STACK (SGTS)**

This Services Sheet shall be read together with the Universal Service Terms (the “**UST**”) found above.

This Services Sheet sets out the description of the Services to be provided to you, and consists of the following exhibits:

- Exhibit A: Additional Clauses & Information
- Exhibit B: Project / System & Agency Details
- Exhibit C: Specific Service Terms (See here)

The Agency’s representative accepting these terms acknowledges that by opening an account with GovTech or using any of the Services, the representative is binding the Agency to the terms of the MOU and the terms of the exhibits concerning the Services. The representative warrants and represents to GovTech that he/she is duly authorized by the Agency to do so and that he/she has obtained all necessary approvals from the Agency.

Opening a system / project account constitutes acceptance of the terms of the MOU by the Agency.

EXHIBIT A: ADDITIONAL CLAUSES & INFORMATION

1. Description

1. The core focus of the Singapore Government Tech Stack (SGTS) is to equip developers with agile development and modernize the development practice with reusable components. With SGTS, Agencies will have access to reusable components for application development and allow them to build less and deliver more.
2. SGTS's product are collectively referred to as the "Services" and are provided as per Agency's subscription.
3. The Agency acknowledges that the Exhibit concerning specific Service terms will apply in addition to the other terms in the MOU when the Agency signs up for that Service.

2. Use of Authentication and Security Tools

- 2.1. GovTech may from time to time require the Agency and its users (including persons authorised by the Agency) use the Services through or with certain authentication or security tools (such as TechPass and/or SEED). Such tools may be subject to different or separate terms. The Agency accepts that access to and/or use of the Services might not be possible if it or the users refuse or are unable to use such tools for any reason.
- 2.2. Notwithstanding anything else in the MOU, GovTech may introduce such requirement stated at paragraph 2.1 at any time without prior notice or with notice less than is otherwise required under the MOU, provided GovTech had reasonable grounds for not complying with any notice requirement.

3. Subscription Administrators

- 3.1. "Subscription Administrator(s)" means the natural person(s) who requested and/or manages the subscription(s) for the Agency. The acts and omissions of the Subscription Administrator shall be deemed to be the acts and omissions of the Agency and the Agency warrants and represents that the Subscription Administrator has the authority to bind the Agency.
- 3.2. Prior to subscription to SGTS, the Subscription Administrator(s) are required to document the Agency's internal approval. GovTech shall at all times have the right to request for this approval, plus any other supporting documents from the Agency concerning approval.

4. Term and Termination

- 4.1. Certain Services may have a Minimum Commitment Period. Please refer to the relevant exhibit for the specific Service terms for more information.
- 4.2. In the event the Agency requests a suspension of the Services, GovTech shall have the right to charge the Agency for any costs incurred by GovTech to provision resources in advance. This right is without prejudice to Clause 8.6 of the UST.
- 4.3. You shall use the Services and the resources available within the Services responsibly and shall not do anything that imposes an unreasonable or disproportionately large load on the Services or GovTech's servers. GovTech shall have the right to immediately stop, suspend, terminate and/or withdraw such resources or access to the Services without any prior notice if you breach this responsibility.
- 4.4. In the event of a breach of the MOU by the Agency (such as failure to pay the Expenses), GovTech shall have the right to suspend the provision of Services until the breach is remedied.
- 4.5. Notwithstanding the UST, the Agency may terminate the MOU for a Service immediately (subject to any Minimum Commitment Period) by terminating the relevant Service through the portal. The Agency remains responsible for paying for Expenses incurred prior to the termination.
- 4.6. Notwithstanding the UST and the above, where termination occurs after the Agency submits its resource configuration (if any) and for any reason other than by GovTech for convenience or by the Agency for GovTech's breach of this MOU, the Agency shall pay Expenses for the month termination occurs in full without proration (even if such termination occurs before the Agency is able to use the Service, and even the Agency would not have had use of the Service for the full month). This does not apply to Services which are billed on a metered usage basis, in which case such Service will cease upon termination and the Agency will be billed in accordance with its usage prior to termination.

5. INTENTIONALLY LEFT BLANK

6. Billing Cycle

- 6.1. GovTech will invoice the Agency after every calendar quarter. However, the first invoice after commencement of the Services will be sent on the first day of the month following

such commencement for the period from the commencement of the Services to last day of the month of commencement (e.g, if commencement of the Services is on 5 April, the first invoice will be dated 1 May and will be for the period of 5 – 30 April). Billing after the first invoice will thereafter be in accordance with this paragraph 6.

6.2. The Illustration of Billing Cycle is as shown below:

Invoice *	Billing period
January	1 October – 31 December
April	1 January – 31 March
July	1 April – 30 June
October	1 July – 30 September

**Month of invoice is an estimation and is subject to change*

- 6.3. GovTech shall have the right to change the Invoice Date and/or Billing Cycle (including frequency of billing) at its discretion, provided that the Agency is given reasonable advance notice, which may differ from the notice periods applicable under the UST.
- 6.4. The Agency is responsible for monitoring its usage of the Services. GovTech shall have the right to charge the Agency for any excess usage or breach of any quota, and does not have to take into account any previous underutilization of the Services by the Agency.
- 6.5 The Invoice Date and Billing Cycle shall be subject to Exhibit C.

7. Expenses

- 7.1. You agree to pay the Expenses at the prevailing rates at the time of provision of the Services, as stated in the specific Service terms.
- 7.2. Prices are not inclusive of 7% GST. The Agency reimburse GovTech for any GST.

8. Service Level Target

Please refer to the relevant specific Service terms for information on service level targets (if any).

9. Third Party Schedule

Please refer to the relevant specific Service terms for information on the Third-Party Schedule (if any).

10. No usage for confidential software or information

Subject to the terms of relevant specific Service terms, the Services shall not be used for software or information classified confidential or above.

11. Trial Period

This paragraph 11 applies if the Agency is granted use of the Services on a trial basis.

- 11.1. The Subscription Term for a trial shall last for a period of 30 days only (the “**Trial Period**”), unless otherwise stated in the relevant exhibit.
- 11.2. On expiry of the Trial Period, access to the Services will no longer be possible. You acknowledge and agree that the access will, or may automatically “time out” (e.g: cease to operate) at the time, if you have not entered into a paid subscription with GovTech.
- 11.3. You shall use the Services and the resources available within the Services responsibly and shall not do anything that imposes an unreasonable or disproportionately large load on the Services or GovTech’s servers. GovTech shall have the right to immediately stop, suspend, terminate and/or withdraw such resources or access to the Services without any prior notice if you breach this responsibility.
- 11.4. The Services’ Service Level Target does not apply to the Agency if it has not paid the Expenses for the subscription and/or if it is using the Services on a trial basis.
- 11.5. For the avoidance of doubt, the MOU shall apply to the trial, save that (a) there is no Minimum Commitment Period and either party may terminate the MOU with immediate effect for convenience (in the case of the Agency, this may be done through the portal), notwithstanding anything in the UST, and (b) notwithstanding anything in the specific Service terms, paragraphs 4.6 and 5 to 8 of this Exhibit A shall not apply.

12. Free of Charge Usage Periods

- 12.1. GovTech may in its sole and absolute discretion waive Expenses for a temporary period pending determination of the pricing for the Services (the “**FOC Period**”).

- 12.2. After the pricing is determined, the FOC Period will expire upon one (1) month's notice from GovTech to you and upon expiry of the FOC Period, the Expenses as determined by GovTech shall apply. The pricing for the Expenses will be made known to you in the said notice.
- 12.3. If you do not agree with the Expenses, you shall notify GovTech within two (2) weeks' of receiving the notice from GovTech under paragraph 12.2 indicating your intention to terminate the MOU. Upon GovTech's receipt of your notice to terminate under this paragraph, the MOU shall terminate upon expiry of the FOC Period.
- 12.4. For the avoidance of doubt, the application of the FOC Period and charging of Expenses under this paragraph 12 shall not require re-onboarding or re-execution of the MOU by either party.